

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

TRUSTEES OF THE DETROIT
CARPENTERS FRINGE BENEFIT FUNDS,

Plaintiffs,

Case No.

Hon.

v

KAYWAZEE INSTALLATIONS, INC.,
a Michigan corporation,

Defendants.

WALTER B. FISHER JR. (P51337)
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COMPLAINT

Plaintiffs, by their attorneys, Fildew Hinks, PLLC, state:

1. The Detroit Carpenters Fringe Benefit Funds, a voluntary association, consists of representatives and agents of the Detroit Carpenters Health and Welfare Fund, the Michigan Regional Council of Carpenters Employee Benefits Fund, the Carpenters Pension Trust Fund - Detroit and Vicinity, the Carpenters Annuity Fund, the

Michigan Regional Council of Carpenters Annuity Fund, the Detroit Carpenters Joint Apprenticeship and Training Trust Fund, the Guarantee Fund and the Industry Advancement Fund (if applicable), each of which is a trust fund established pursuant to the Labor-Management Relations Act of 1947 (“LMRA”), as amended, 29 U.S.C., Section 141 et seq., and the Employee Retirement Income Security Act of 1974 (“ERISA”), as amended, 29 U.S.C., Section 1001 et seq., having its principal office in this District and Division. Plaintiffs are trustees of the funds named, on whose behalf, and on behalf of whose beneficiaries, this action is filed, as their respective interests shall appear.

2. Defendant Kaywazee Installations, Inc., is a Michigan corporation doing business in this district and division.

3. Jurisdiction of this Court is predicated on Section 301 of the LMRA, 29 U.S.C., Section 185, and Section 502 of ERISA, 29 U.S.C., Section 1132, this being a suit for violation of a contract between an employer (Defendant) and the Michigan Regional Council of Carpenters, AFL-CIO, the successor to the Carpenters District Council of Detroit, (the “Union”), a labor organization representing employees in an industry affecting commerce.

Count I ERISA Claim

4. Plaintiffs incorporate each and every allegation contained in the preceding paragraphs as though fully set forth herein.

5. Kaywazee Installations, Inc., either directly or through its authorized agents, has entered into one or more collective bargaining agreements with the Union, copies of which are in the possession of the Defendant and are not attached hereto due to their bulk, but which will be supplied upon request.

6. Pursuant to the collective bargaining agreements Kaywazee Installations, Inc. became obligated to pay wages and to make periodic payments to the Funds represented by Plaintiffs, which payments constituted employee benefits earned by employees of Kaywazee Installations, Inc. who were either members, or fell within the jurisdiction, of the Union and were covered by the collective bargaining agreements.

7. Plaintiffs became aware that Kaywazee Installations, Inc. was not making required fringe benefit contributions in violation of ERISA and its collective bargaining agreement with the Union on December 14, 2018.

8. Pursuant to the collective bargaining agreements alleged above, Defendant submitted for audit its books and records to verify the accuracy of the contributions

made to Plaintiffs pursuant to the agreements as well as to determine the amount of any deficiency for the period April 1, 2013 through June 30, 2015.

9. On December 14, 2018, Plaintiffs determined a deficiency for fringe benefits, in the amount of \$9,504.25 for the period April 1, 2013 through June 30, 2015. See attached Exhibit A.

10. Plaintiffs determined outstanding liquidated damages and interest owing as of December 14, 2018 totaling \$7,844.15.

11. There is now due and owing to Plaintiffs from Defendant the sum of \$17,348.40.

12. Plaintiffs sent the audit letter attached as Exhibit A to the Defendants on December 14, 2018.

13. Plaintiffs sent a demand letter for the unpaid Fringe Benefits and liquidated damages to the Defendant on December 18, 2019. See Exhibit B.

14. Despite demands by Plaintiffs, Defendant has failed, neglected and refused to pay that amount or any portion thereof.

WHEREFORE, Plaintiffs pray:

A. That this Court enter judgment against Kaywazee Installations, Inc. for \$17,348.40, plus actual costs, double interest and actual attorney fees.

B. That this Court grant Plaintiffs any other relief that it deems appropriate.

Dated: December 30, 2019

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